



# Amendment of Solicitation

**Date of Issuance:** 12/9/2019

**Solicitation No.** 8070000048

**Requisition No.** 8070001165

**Amendment No.** 4

Hour and date specified for receipt of offers is changed:  No  Yes, to: \_\_\_\_\_ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

**ISSUED BY and RETURN TO:**

**U.S. Postal Delivery or Personal or Common Carrier Delivery:**

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**Description of Amendment:**

a. This is to incorporate the following:

On behalf of the State of Oklahoma, the Office of Management and Enterprise Services (OMES) gives notice of the following questions concerning this solicitation, received during the Wiki QA period, which closed on 11/13/19 and (12/4/19, questions limited to revisions). All questions and procurement/agency responses are detailed below:

**Q1:** Page 42, Section H.1, Price Submission

Please clarify where the bidder provides costs for option years 2-9 on the Price Submission?

**Response:** Please add lines to the existing template for years 2-9

**Q2:** General

Would the State consider extending the due date for proposal responses? There is little time between the submission of the questions and answers and the State's responses before the proposal due date.

**Response:** The time between Q&A and bid closing is one day short of three weeks excluding two days of holiday. The State feels this is sufficient time for a response.

**Q3:** Page 42, Section H.1, Price Submission

It states, "Payments will be made based on final and approved deliverables. Provide total cost by deliverable. Include breakdown within each deliverable by milestone per provider (physicians vs. hospitals) if applicable." Should milestone

payments be detailed within each pricing cell within the deliverable cost sheet, or should the vendor provide a single number assuming milestone payments will be detailed within the appropriate Statement of Works (SOWs)?

**Response:** Milestone payments should be detailed within each pricing cell within the deliverable cost sheet. Milestone payments maybe adjusted/negotiated with the appropriate Scope of Work.

**Q4:** Page 42, Section H.1, Price Submission

Please clarify the statement "Include breakdown within each deliverable by milestone per provider (physicians vs. hospitals) if applicable." Should this breakdown align to each of the acceptance criteria for each deliverable? Should the vendor include per connection pricing?

**Response:** As stated in C.4., "Contract payments will be tied to milestones..." Also see response to Question #3.

**Q5:** Page 42, Section H.1, Price Submission

How should ongoing hosting, license, and operational costs be reflected since they are ongoing in nature and not specific to a deliverable?

**Response:** Ongoing hosting, license, and operational costs should be reflected by how the vendor plans to bill for those costs. The bidder should include all costs in the costs of the deliverables.

**Q6:** Is there an anticipated budget for this project and, if so, what is the anticipated budget?

**Response:** Budget information is not available for this solicitation.

**Q7:** Is there an incumbent vendor on this project and, if so, who is that vendor?

**Response:** No, there is no incumbent.

**Q8:** Sections E.12 and E.13, Pg. 37: Where does the State want bidders to place responses for P-Cards and Electronic Funds Transfer (EFT) in the proposal?

**Response:** Please check the box and return that page as instructed in the solicitation. You may place it in section E.14.1 Section One-Introduction

**Q9:** Section F. Pg. 41: Where should bidders place the required Certificate of Insurance/Worker's Comp Form?

**Response:** Although it is not specifically addressed, it is usually placed in Section One Introduction along with Forms 076 and 004.

**Q10:** Sections E.14.4 and E.14.3, Pgs. 37-40 and F & G, Pg. 41: Does the State want Company Information content in Attachment B and Section Three?

**Response:** Please include Company Information in Section Three as Attachment B.

**Q11:** Section C.11.3.2, Pg. 24: Sub items in this section are labeled as C.10.3.2.X instead of C.11.3.2.X (where X is a # between 1 and 6). Please confirm this is a typing error. How would the State like proposal vendors to address this? Should the numbering be changed from C.10.3.2.X to C.11.3.2.X when referencing requirements within section C.11 on pages 24 and 25?

**Response:** It is just a typo. Please label them as C.11.3.2.X and so on.

**Q12:** Section C.13.2.2, Pg. 26: This requirement indicates that ADT Notification use case, data dictionary, attribution plan, and execution plan are due no later than 60 days following project kickoff. Please confirm this is working days.

**Response:** Elapsed Days, not working days.

**Q13:** Section C.5, Pg. 20: In order to work within the parameters defined by the MITA Framework, will the State make its most recent MITA SS-A available to bidders to support proposal development?

**Response:** The most recent MITA SS-A will be provided to the winning vendor after contract award.

**Q14:** Section C.14.1.4, Pg. 27: In order to scope the effort for this deliverable, please provide the number of additional providers that are expected to be connected in the four categories described in this requirement?

**Response:** See the table below for the approximate number of providers per category. Please note that some providers may have access to the same system so the number of connections cannot be directly determined.

<b>Critical physical health:</b>	1100
<b>Major Trading Partners:</b>	4000
<b>Oral health:</b>	1200
<b>Behavioral health:</b>	11500

**Q15:** Section C.12.1, Pg. 25: Please confirm the supplier is only required to integrate with the NextGate Enterprise Master Person Index and provider directory. If integration with additional existing State systems is required, please provide the names of those systems.

**Response:** Those are the current requirements as identified in the RFP and are the priority. Additional systems containing health data may be identified in the future.

**Q16:** Our understanding of the definition of "organization" is defined by the total team of the prime and any proposed subcontractor(s). Can the State please confirm this understanding as it is related to the term "organization" throughout the RFP?

**Response:** Yes, that would be correct.

**Q17:** As it pertains to section E.14.2, are there restrictions on the maximum number of references? Is the limit 3 references? Are there restrictions on the length of the reference letter?

**Response:** Please provide three (3) references as instructed. No.

**Q18:** Please clarify what should be mailed in the envelope for sections E.3.3 and E.3.4. Is section E.3.3/E.3.4 asking for 2 flash drives to be placed in an envelope, with one of those flash drives being identified as "Original", or asking for only 1 flash drive to be placed in an envelope, being marked as "Original", with a copied flash drive being retained by the bidder?

**Response:** Bidder **must submit two (2)** copies of the Bid on flash/thumb drive in a "machine readable" format. One of which shall be marked as the original.

**Q19:** The RFP is for one year, but the deliverables extend over multiple years. Should the proposed costs be provided per federal fiscal year for 2020 and 2021 or even beyond that?

**Response:** Please refer to B.2. Contract Term, Renewal and Extension Option; **According to Section B.2.2., the contract is renewable annually for up to ten years. Therefore, if costs are expected to change over those ten years, they should be included in the bid.**

**Q20:** Can the State please confirm that E.14.5 Section Five--Responses to Specifications/Requirements shall include a response to achieving the deliverables in Section 3.9 and our response to C.7 Mandatory Requirements and C.8 Non-Mandatory Requirements? If this is not correct, can the State please provide guidance on the expectation for material to be included in Section Five?

**Response:** Yes, that is correct.

**Q21:** Should the response to E.14.4 Work Plan be limited to a project schedule that includes all deliverables? If other material outside of the project schedule needs to be provided, can the State please clarify the expectation for the response to that section?

**Response:** The Supplier's Work Plan should include all items identified in the RFP E.14.4.1 through E.14.4.8.

**Q22:** Section C.16.2.2, Pg. 29: The third bullet indicates connection and data exchange with PDMP is to occur within 12 months but does not state of what. Please confirm it is 12 months from the Project Kickoff.

**Response:** Confirmed.

**Q23:** What does "support HL7 v3 CDA" requirement (item C.7.13) include? I.e., transport and storage of CDA? Parsing of CDA? Generation of CDA?

**Response:** The supplier's solution must be able to promote the exchange of HL7 Version 3 CDA health information between health care providers throughout the state of Oklahoma.

**Q24:** With regard to the DICOM support mentioned in item C.7.14, is the expectation to transport and store DICOM; i.e., create a central repository? Or to facilitate the retrieval and display from a host system?

**Response:** The State will not prescribe the method used by the supplier to provide secure health information exchange capabilities to meet the needs of health care providers.

**Q25:** Regarding Section H, "Price and Cost," our assumption is that the requested cost per deliverable represents the Vendor's costs to develop and deliver each deliverable (Project Plan, Statements of Work, Outreach Plan, Media Plan, Sustainability Plan, etc.), and does not include the costs that will apply to execution/delivery of the scope that will be identified within the SOWs. Please confirm.

**Response:** The assumption is incorrect. Costs should include all deliverables year 1 – 10 (refer to paragraph B.2.2.) including execution/implementation costs in the SOWs. Additional breakdown of cost per deliverable is allowed as long as there is a total cost per deliverable.

**Q26:** Has OK already submitted an application to CMS for the funding to support this RFP? If not, when will it be submitted?

Is there a contract amount designated, or cap, for this RFP?

Given the upcoming Thanksgiving holiday, would it be possible that the due date on the solicitation could be extended by another week?

**Response:** Oklahoma has CMS approved funding for FFY 20 and will submit an additional funding request upon contract award.

This has already been addressed. Budget information is not available for this solicitation.

Bid closing will be extended to 12/31/19. Amendment to be posted on website.

**Q27:** Is there an anticipated "Start Date"? There are several deliverables due w/in the first 2 years of contract-does this exclude the "initial term" which ends on the state fiscal year?

**Response:** There is no anticipated start date at this time. No, the two years will begin at date of award.

**Q28:** Amendment 3, Section B.2.1 updated the RFP language to state "The initial contract period shall begin on the effective date and shall extend through June 30, 2020 (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. After the Initial Terms, there are up to ten (10) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year."

Section B.2.2 was updated to state "After the Initial Term, the Agreement may be renewed annually on a State Fiscal Year (July 1 through June 30) by issuance of a purchase order."

Please confirm that the State response on 12/3 to a submitted question was "There is no anticipated start date at this time. No, the contract period is date of award through 12 months. The contract term will be date of award through the end of the entire contract" supersedes the Amendment 3 RFP updates and vendors should assume a full 12 months for the "Initial Term" regardless of the start date. If this is not correct, please clarify how vendors should account for the "Initial Term."

**Response:** Please ensure that you are viewing the current posting of the RFP.

Section B.2.1 states:

The initial contract period shall begin on the effective date and shall extend through the last day of the State fiscal year in which the contract is awarded (the "Initial Term") unless terminated. After the Initial Term, there are up to ten (10) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.

Section B.2.2 states:

Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.

**Q29:** Additional requirements have been added for Professional Errors & Omissions Insurance as well as for Security and Privacy insurance, in both Sections A.20 and B.12.1. The requirements are not consistent between the two sections. Will the state clarify its intent?

**Response:** Section A.20. is correct and reads as follows:

d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions and Coverage with limits not less than \$10,000,000 per occurrence and

e) Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per claim

Section B.12.1 should also read as follows:

iv. Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$10,000,000 per claim occurrence

v. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per claim

**Q30:** With respects to Attachment J and A.23. Compliance with Applicable Laws, there appears to be some confusion with requirements to data breaches. Will the State allow for negotiations around breach notification time frames and processes? For instance, our reporting requirements align with FedRAMP and notifications are made promptly. We always strive to act in customer's best interests through transparency and responsiveness.

**Response:** Please specify which section you are referring to regarding confusion with requirements to data breaches.

**Q31:** A23 points to \*Disclosure of Security Breach of Personal Computer Data \*which states 'The disclosure shall be made in the most expedient time possible and without unreasonable delay' while Attachment J specifies disclosure should occur within 2 hours or sooner. We align with the \*Disclosure of Security Breach of Personal Computer Data \*and would make every effort to notify as quickly as possible and without unreasonable delay. While we would strive to meet the 2 hour deadline, putting a 2 hour or sooner deadline is very restrictive. Our incident response plan/process was created in accordance with FedRAMP moderate control requirements which include incident response requirements derived from NIST SP 800-53, NIST SP 800-61, and the FedRAMP Incident Communications Procedure. We'd like to negotiate breach notification time frames at time of award.

**Response:** The state is open to negotiation. Any exceptions need to be submitted as such and placed in section E.14.1

**Q32:** With respects to A.42. Compliance with Technology Policies and Security Standards, Media Controls, as a multi-tenant cloud service provider, we do not typically offer a Right to Audit clause as part of the base service offering. As a multi-tenant service, compartmentalization is virtual, not physical. Annual site visits can be arranged at the State's expense, but in consideration of our other customers, random access cannot be permitted. We have third party auditors that inspect and review our security. We undergo annual audits for compliance with additional frameworks such as SSAE 16 SOC 1, SOC 2, SOC 3, ISO 27001, and PCI-DSS Level 1. The results of these audits can be provided to the State as desired under NDA. Is this acceptable to meeting the State's requirements?

**Response:** Any exceptions to solicitation terms and conditions is to be addressed in section E.14.1

**Q33:** With respects to A.27. Background Checks and Verifications, we assume this section only applies to contractor personnel that are performing the solution implementation services and not the Cloud Service Provider (CSP) personnel that are hosting the solution. For example, CSP engages the services of a background screening vendor to conduct background checks on employees at the time of hire. CSP also performs background investigations in certain foreign countries. The scope of these checks is subject to local laws in the jurisdictions in which the employee is hired. Can the State please modify this requirement accordingly? Does the State agree with this interpretation of this requirement?

**Response:** Per A.27. Employees of the Supplier and any subcontractor of the Supplier may be subject to background checks.

Any exceptions to A.27. should be addressed in section E.14.1

**Q34:** With respects to A.28. Confidentiality, we assume this section only applies to contractor personnel that are performing the solution implementation services and not the Cloud Services Provider (CSP) personnel that are hosting the solution. CSP personnel are required to sign an NDA that covers all customer data, not specifically the data belonging to a single tenant of the system. Additionally, we assume that the NDA language that is incorporated as part of the overall cloud/SaaS subscription agreement will meet this requirement. Therefore, can the State please modify this requirement to reflect that this is not required for CSP employees hosting the solution?

**Response:** Any exceptions to A.28. should be addressed in section E.14.1

**Q35:** For Attachments A & B, are they to be presented as external attachments from the main response or included within the bid as Section 3 & 4?

For Section J, do responders need to recreate the table or embed in the response?

**Response:** In reference to Attachments A & B, please refer to Section E.14.

There is no section J

**Q36:** Apologies, Template J.

**Response:** Template J does not contain a table. Template J is to be placed in section seven along with the hosted security questionnaire. Please refer to Section E.14.7 of the solicitation.

**Q37:** In reference to A.46. Source Code Escrow, for PaaS/SaaS solutions, a Cloud Services Provider (CSP) would be responsible for maintaining access in terms of performance and availability to the State's data. The State's data would be owned by the State. The State would have access to its data and metadata, but not any of the PaaS/SaaS solution source code. The State would have full rights to extract their data at any time during the subscription service. However, PaaS/SaaS CSP does not typically offer system source code because it is inapplicable to software delivered as a service subscription through a multitenant architecture. While it is possible to provide the source code in an escrow account for a configured solution, the source code would only be able to operate in the CSP's PaaS/SaaS environment. Therefore, can the State remove the source code requirements?

**Response:** Any exceptions to terms and conditions need to be submitted as such and placed in section E.14.1

**Q38:** In section III, Data Security of Attachment J, the State mentions all Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. If a Cloud Services Provider offers encryption of data in transmission and the ability to encrypt selected fields, will this meet the State's requirements? In a cloud-based, multi-tenant environment, multiple customers share a single database. The PaaS/SaaS offering provides encryption capabilities to encrypt the State's stored data at the field level in the database, however, whole database encryption is not supported. If the State is able to encrypt its data put into the cloud PaaS/SaaS service, but not encrypt the entire underlying PaaS/SaaS database, will this meet the State's requirement?

**Response:** Any exceptions to terms and conditions need to be submitted as such and placed in section E.14.1

**Q39:** With respects to Attachment J, IV. Security Assessment, which states that the State requires any entity or third-party vendor hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. If a solution is FedRAMP compliant and undergoes annual audits for compliance with additional frameworks such as SSAE 16 SOC 1, SOC 2, SOC 3, ISO 27001, and PCI-DSS Level 1 (and where results of these audits could be provided to the State), is this acceptable to meeting the State's requirements?

**Response:** Template J is mandatory and must be returned with your response. As to the security assessment, currently, we prefer that the supplier complete the attached security assessment. In addition to the attached assessment, we also invite the supplier to provide any of the mentioned documents. These documents will help us expedite the security review process.

b. All other terms and conditions remain unchanged.

\_\_\_\_\_  
Supplier Company Name (**PRINT**)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Name (**PRINT**)      Title

\_\_\_\_\_  
Authorized Representative Signature